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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TIM D. FULLMER, as natural parent of
TIMOTHY FULLMER, a minor, TIMIA
FULLMER, a minor, and TIMAR FULLMER,
a minor.

Plaintiff,

v.

ANITA BROWN, individually, BOBBY
JONES, individually, BERNADETTE BROWN,
individually, ALVIN CARTER, individually,
FELICIA TUCKER, individually and in her
official capacity; AMY JAFFE, individually and
in his official capacity, SUSAN ROTHSCILD,
individually and in her official capacity;
COUNTY OF CLARK, a political subdivision
of the State of Nevada; DOES III-X, individuals;
and ROE CORPORATIONS I-X,

Defendants.

CASE NO.: 2:09-cv-01442-BES-PAL

PETITION FOR COMPROMISE
OF MINORS' CLAIMS
WITH CLARK COUNTY

Petitioners, TIM FULLMER and TANYA ROBINSON, as natural parents of TIMOTHY FULLMER, a minor, TI'MIA FULLMER, a minor, and TI'MAR FULLMER, a minor, by and through their attorney, MARJORIE HAUF, ESQ., of the law firm of GANZ & HAUF, hereby bring this Petition for Approval of Compromise of Minors' Claims. This Petition is based upon the pleadings and papers on file herein, the Points and Authorities attached hereto, and any oral argument entertained by the Court.

DATED this 18th day of October, 2011.

GANZ & HAUF



MARJORIE HAUF, ESQ.
Nevada Bar No. 008111
8950 W. Tropicana Ave., Suite 1
Las Vegas, Nevada 89147

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS

A. FACTS RELEVANT TO THIS ACTION

This case arises out of the alleged neglect and abuse suffered by Ti'mia Fullmer, Ti'mar Fullmer and Timothy Fullmer (hereinafter the "Fullmer Children") while residing in Anita Brown's home. In March of 2004, Clark County removed the Fullmer Children from the custody care and control of their parents, Tim and Tanya Fullmer. The Fullmer Children were placed in the custody of Defendant Clark County. In approximately March of 2004, Clark County placed the Fullmer Children, in the care, custody and control of Defendant Anita Brown. During the course of the Fullmer Children's stay with Defendants Anita Brown, the Fullmer Children were neglected and abused.

Plaintiffs filed their Complaint on June 11, 2009. After more than two years of litigation and negotiation, Plaintiffs have reached a settlement with Defendants CLARK COUNTY,

1 FELICIA TUCKER, AMY JAFFE, and SUSAN ROTHSCILD (hereinafter collectively referred
2 to as the "CLARK COUNTY Defendants"). Plaintiffs now request that this Honorable Court
3 approve the compromise of the claim of the minors by Petitioners and authorize the Petitioners to
4 execute appropriate documents and releases of liability arising from the aforementioned event.

5 II. ARGUMENT

6 A. PETITION FOR APPROVAL OF COMPROMISE OF MINORS' CLAIM

7 COME NOW Petitioner, TIM FULLMER, pursuant to N.R.S. 41.200 and respectfully state
8 and allege as follows:

9 1. That the Petitioner is the Natural Parent of the person and estate of the minors,
10 Ti'mia Fullmer, Ti'mar Fullmer and Timothy Fullmer, residing at 1825 E. Lewis Ave., #250, Las
11 Vegas, 89101.

12 2. That the true and correct names of the minors are Ti'mia Fullmer, Ti'mar Fullmer
13 and Timothy Fullmer.

14 3. That Timothy Fullmer is a minor, born on May 9, 1995, and therefore is sixteen
15 years old.

16 4. That Ti'mia Fullmer is a minor, born on February 15, 1998, and therefore is thirteen
17 years old.

18 5. That Ti'mar Fullmer is a minor, born on June 13, 2000, and therefore is eleven
19 years old.

20 6. That the minor children reside with the Petitioner at 1825 E. Lewis Ave., #250, Las
21 Vegas, 89101.

22 7. That the Petitioner has physical custody of the minors.

23 8. That as a result of the incidents resulting in the alleged abuse and neglect of the
24 minor Fullmer Children while in this foster home, the Petitioner, on behalf of the minors, made a
claim for damages against CLARK COUNTY Defendants.

1 9. That as a result of the alleged abuse and neglect, the Fullmer Children allegedly
2 sustained pain and suffering.

3 10. That Petitioner has negotiated a monetary settlement on behalf of the minor Fullmer
4 Children in the total amount of \$150,000, distributed as follows:

5 TIMOTHY FULLMER, a minor: \$30,000

6 TI'MIA FULLMER, a minor: \$100,000

7 TI'MAR FULLMER, a minor: \$20,000

8 11. That the terms of the settlement with CLARK COUNTY are memorialized in the
9 Settlement Agreement and Release, attached hereto as Exhibit 1.

10 12. That Plaintiffs' attorney costs are to be reimbursed directly by CLARK COUNTY
11 Defendants, pursuant to the terms of Exhibit 1, and will not be deducted from the above settlement.

12 13. That Plaintiffs' counsel will submit a motion for attorney fees to the Federal District
13 Court Judge within six months of the date that the Settlement Agreement is approved by the Board
14 of Clark County Commissioners. These fees will be paid directly by CLARK COUNTY
15 Defendants and will not be deducted from the above settlement.

16 14. That CLARK COUNTY will provide professional counseling services to Ti'Mia
17 Fullmer up to the date of her 18th birthday, paid directly by CLARK COUNTY and at no cost to
18 Plaintiffs.

19 15. That Petitioner is aware of a single outstanding lien, in the amount of \$900, payable
20 to Lisa B. Shaffer, Psy.D., a licensed clinical psychologist who treated Ti'Mia Fullmer.

21 16. That upon information and belief there exist no additional expenses and/or liens.

22 ///

23 ///

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1 17. That, therefore, Petitioner is requesting that the following be paid out of the Fullmer
2 Children's settlement in the amount of \$150,000.00:

3 Net Recovery to be placed in Timothy's Trust Account	\$30,000.00
4 Net Recovery to be placed in Ti'Mia's Trust Account	\$99,100.00
5 Net Recovery to be placed in Ti'Mar's Trust Account	\$20,000.00
6 Lien Payoff to Lisa B. Shaffer, Psy.D.	\$900.00

7 18. That the Petitioner believes acceptance of this compromise is in the best interest of
8 the minors.

9 19. That Petitioner has been advised and understand that acceptance of the compromise
10 will bar the minors from seeking any other relief from CLARK COUNTY Defendants.

11 20. That Petitioner believes the proposed compromise of this claim to be fair and
12 equitable and respectfully request the Court to approve the same for the payment of the above
13 listed items.

14 21. That this Petition was prepared by Attorney, MARJORIE HAUF, ESQ., who
15 represents said Petitioner on behalf of said minors.

16 22. That Petitioner's verifications are attached hereto.

17 23. That in the event this Honorable Court approves this proposed compromise, the
18 minors' portion of the settlement shall be placed in separate interest bearing blocked accounts, with
19 the institution receiving a copy of the Order in this matter which would preclude the withdrawal of
20 any funds from said account until each minor reaches the age of eighteen or by Order of the Court.

21 24. That Petitioner will file with the Court verification of said notice within 30 days of
22 the receipt of funds and establishing the account.

23 WHEREFORE PETITIONER PRAYS that this Honorable Court approve the compromise
24 of the claim of the minors by Petitioner without the need for filing of a bond or future accounts to

1 the Court, and authorize the Petitioners to execute appropriate documents and releases of liability
2 arising from the aforementioned event.

3 **III. CONCLUSION**

4 Petitioners request that this Honorable Court approve the above compromise of the claim of
5 the minors by Petitioners and authorize the Petitioners to execute appropriate documents and
6 releases of liability arising from the aforementioned event.

7 DATED this 18th day of October, 2011.

8 GANZ & HAUF

9
10 Marjorie Hauf #11327
11 MARJORIE HAUF, ESQ.

12 ORDER
13 IT IS SO ORDERED.

14
15 R. Jones

16 ROBERT C. JONES

17 Dated: This 7th day of December, 2011.
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24

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF CLARK)

4 I, TIM FULLMER, having been duly sworn under oath, depose and say:

5 That I am the natural parent and guardian of TIMOTHY FULLMER, a minor, TIMIA
6 FULLMER, a minor, and TIMAR FULLMER, a minor, in the above-entitled action; that I have
7 read the foregoing PETITION FOR COMPROMISE OF MINORS' CLAIMS, and know the
8 contents thereof, and that the same is true of my own knowledge, except for those matters therein
9 stated on information and belief, and as for those matters, I believe them to be true.

10 Dated this 14 day of October, 2011.

11 
12 TIM FULLMER

13 SUBSCRIBED and SWORN TO before me
14 this 14 day of October, 2011

15 
16 NOTARY PUBLIC

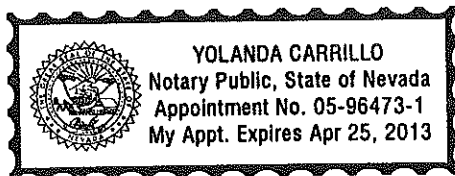


EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

COMES NOW, Plaintiff TIMOTHY FULLMER, as natural parent on behalf of TIMOTHY FULLMER, JR., a minor child born May 9, 1995, TIMIA FULLMER, a minor child born February 15, 1998, and TIMAR FULLMER, a minor child born June 13, 2000, by and through their attorney MARJORIE L. HAUF, ESQ., of the law firm of GANZ & HAUF; and Defendants CLARK COUNTY, FELICIA TUCKER, AMY JAFFE and SUSAN ROTHSCILD (hereinafter collectively referred to as the "CLARK COUNTY Defendants"), by and through their attorney MARGARET G. FOLEY, ESQ., of the law firm of BUCKLEY KING; and these parties hereby agree that the matter of *Timothy Fullmer, et al. v. Clark County, et al.*, United States District Court, District of Nevada, Case No. 2:09-cv-01442-RCJ-PAL, shall be fully and finally resolved as between these parties, as follows:

1. CLARK COUNTY will provide monetary settlement on behalf of the minor Plaintiffs in the total amount of \$150,000.00, calculated as follows:

TIMOTHY FULLMER, JR., a minor: \$30,000.00

TIMIA FULLMER, a minor: \$100,000.00

TIMAR FULLMER a minor: \$20,000.00

The settlement amounts payable on behalf of the above-named minors TIMOTHY FULLMER, JR., TIMIA FULLMER, and TIMAR FULLMER, are subject to a Court Order Compromising Minors' Claims, which shall be attached hereto as **Exhibit "A"** and incorporated as though fully set forth herein. CLARK COUNTY will distribute these settlement amounts by making the portion to be held in trust for each minor payable directly to the financial institution to hold the trust account for each minor child, within 15 business days of CLARK COUNTY'S cumulative receipt of:

- (1) The Court's written Order Compromising Minors' Claims;
- (2) Plaintiff's written identification of the financial institution to hold the trust accounts; and
- (3) United States Department of the Treasury IRS W-9 Forms on behalf of each of the minor Plaintiffs;

1 2. Payment of the settlement sums identified above shall be made in exchange
2 for:

3 (1) A Release of All Claims executed by Plaintiff TIMOTHY FULLMER,
4 natural father of the minor Plaintiffs, and TANYA ROBINSON, natural
5 mother of the minor Plaintiffs, on behalf of themselves individually and
6 on behalf of all the minor Plaintiffs;

7 (2) A Stipulation to Dismiss this action with prejudice as to the CLARK
8 COUNTY DEFENDANTS, executed by Plaintiffs' counsel.

9 3. CLARK COUNTY will make counseling available to minor Plaintiffs
10 TIMOTHY FULLMER, JR., TIMIA FULLMER, and TIMAR FULLMER, with a
11 professional contracted through the Clark County Department of Family Services, at a total
12 cost to CLARK COUNTY of up to TWENTY THOUSAND DOLLARS (\$20,000.00),
13 payable directly to the provider, with said services to be available to TIMOTHY FULLMER,
14 JR., TIMIA FULLMER, and TIMAR FULLMER, up to and through the dates of their
15 respective 18th birthdays, namely May 9, 2013 (TIMOTHY FULLMER, JR.), February 15,
16 2016 (TIMIA FULLMER), and June 13, 2018 (TIMAR FULLMER).

17 4. CLARK COUNTY will reimburse Plaintiffs' counsel for recoverable costs to
18 be documented by Plaintiffs' counsel up to the amount of SEVENTEEN THOUSAND
19 DOLLARS (\$17,000.00.) These costs will be documented in one submission to CLARK
20 COUNTY's attorney, and payable within 15 business days of receipt of the supporting
21 documentation.

22 5. Within six (6) months of the date this Settlement Agreement is approved by
23 the Board of Clark County Commissioners, Plaintiffs' counsel will submit their motion for
24 attorney's fees to the Federal District Court Judge. CLARK COUNTY will be allowed the
25 opportunity to oppose the amount of the fee requested, however, the parties hereby stipulate
26 that amount of fees to be awarded to Plaintiffs' attorneys shall be in a sum of not less than
27 FORTY THOUSAND DOLLARS (\$40,000.00), nor more than SIXTY THOUSAND
28 DOLLARS (\$60,000.00), subject to the Court's discretion in reviewing Plaintiffs' attorney's

1 fees motion. The Court Order determining the attorney's fees awarded to Plaintiffs' counsel
2 shall be attached hereto and incorporated herein as **Exhibit "B"**.

3 6. The parties hereby expressly acknowledge that the terms of this Settlement
4 Agreement are subject to the approval of the Board of Clark County Commissioners, which
5 approval shall be sought following receipt of this fully executed Settlement Agreement by
6 CLARK COUNTY'S attorney, by having this matter placed on the next immediately
7 available public agenda, and by recommending approval of the terms set forth herein.

8 7. Without any admission of fault or liability, this Settlement Agreement and the
9 accompanying Order Compromising Minors' Claims is intended to, and does hereby fully
10 and finally resolve all causes of action set forth in the matter of Timothy Fullmer, et al. v.
11 Clark County, et al., United States District Court, District of Nevada, Case no. 2:09-cv-
12 01442-RCJ-PAL, against Defendants CLARK COUNTY, FELICIA TUCKER, AMY
13 JAFFE, and SUSAN ROTHSCILD, and each and all of their insurers, agents, servants,
14 representatives, employees, past and present and/or future, predecessors and successors in
15 interest, and all other persons, firms, corporations, attorneys, associations or partnerships
16 connected therewith and any and all of their employees, past and present.

17 8. Further, Plaintiffs and their attorneys agree to waive, release, and forever
18 discharge CLARK COUNTY, FELICIA TUCKER, AMY JAFFE, and SUSAN
19 ROTHSCILD, and each and all of their insurers, agents, servants, representatives,
20 employees, past and present and/or future, predecessors and successors in interest, and all
21 other persons, firms, corporations, attorneys, associations or partnerships connected
22 therewith and any and all of their employees, past and present, from any and all legal claims
23 or causes of action, both known and unknown, arising out of, or which could have arisen out
24 of the removal, placement, supervision, care and control of the minors TIMOTHY
25 FULLMER, JR., TIMIA FULLMER, and TIMAR FULLMER, by the CLARK COUNTY
26 Defendants, and from any further claims, known and unknown, which these parties assert,
27 could have asserted, or could possibly assert in the future as a result of this settlement
28 agreement/payment and/or the facts and circumstances complained of by these parties which

were or reasonably could have been the subject of this litigation. Under no circumstances will TIMOTHY FULLMER, TANYA ROBINSON, TIMOTHY FULLMER, JR, TI'MIA FULLMER, OR TI'MAR FULLMER seek to file any further lawsuit against any of the CLARK COUNTY Defendants for any claim arising out of the facts and circumstances of this litigation.

DATED this _____ day of _____ 2011.
BUCKLEY KING

By: _____
MARGARET G. FOLEY, ESQ.
State Bar No. 7703
10655 Park Run Drive, Suite 190
Las Vegas, NV 89144
*Attorney for Defendants COUNTY OF
CLARK, FELICIA TUCKER, AMY
JAFFE, and SUSAN ROTHSCHILD*

DATED this 14th day of Oct 2011.
GANZ & HAUF

By: _____
MARJORIE HAUF, ESQ.
State Bar No. 008111
8950 West Tropicana Ave, Suite #1
Las Vegas, Nevada 89147
Attorney for Plaintiffs

DATED this 14th day of Oct 2011.

By: Timothy Fullmer
TIMOTHY FULLMER, individually and
as natural father of TIMOTHY
FULLMER, JR., a minor, TI'MIA
FULLMER, a minor, and TI'MAR
FULLMER, a minor

DATED this 14th day of Oct 2011.

By: Tanya Robinson
TANYA ROBINSON, individually and
as natural mother of TIMOTHY
FULLMER, JR., a minor, TI'MIA
FULLMER, a minor, and TI'MAR
FULLMER, a minor

1 FULLMER, OR TI'MAR FULLMER seek to file any further lawsuit against any of the
2 CLARK COUNTY Defendants for any claim arising out of the facts and circumstances of
3 this litigation.

4 DATED this 16th day of September 2011.
5 BUCKLEY KING

6 By: Margaret Foley
7 MARGARET G. FOLEY, ESQ.
8 State Bar No. 7703
9 10655 Park Run Drive, Suite 190
10 Las Vegas, NV 89144
11 Attorney for Defendants COUNTY OF
12 CLARK, FELICIA TUCKER, AMY
13 JAFFE, and SUSAN ROTHSCILD

DATED this ____ day of ____ 2011.
GANZ & HAUF

By: ____
MARJORIE HAUF, ESQ.
State Bar No. 008111
8950 West Tropicana Ave, Suite #1
Las Vegas, Nevada 89147
Attorney for Plaintiffs

DATED this ____ day of ____ 2011.

By: ____
TIMOTHY FULLMER, individually and
as natural father of TIMOTHY
FULLMER, JR., a minor, TI'MIA
FULLMER, a minor, and TI'MAR
FULLMER, a minor

DATED this ____ day of ____ 2010.

By: ____
TANYA ROBINSON, individually and
as natural mother of TIMOTHY
FULLMER, JR., a minor, TI'MIA
FULLMER, a minor, and TI'MAR
FULLMER, a minor